Ong Geok Leng v Kwong Ching Eng & Anor

HIGH COURT (JOHOR BAHRU) — CIVIL SUIT NO 22-605-1987
ABDUL MALIK ISHAK J
30 SEPTEMBER 1995

Landlord and Tenant *— Renovations effected by tenant — When purported extensions came into existence — Whether purported extensions made with plaintiff's father's consent — Whether acceptance of rent constituted waiver of plaintiff's prayer*

The plaintiff was the registered owner of a piece of land since 1970. There were a row of wooden shophouses on the land, two units of which were rented out to the defendants. The property was bequeathed as a gift to the plaintiff by her father. In 1970, the plaintiff paid a visit to that property accompanied by her father. On that visit, she noted that on that property stood eight units of wooden houses with attap roofs. She did not enter the two units of shophouses rented by the defendants and neither did she meet the defendants. The plaintiff visited the property again in 1985 and found the property to be in the same condition as what she saw in 1970. When the plaintiff visited the property in 1986, she found that the rear portions of the two units of shophouses rented by the defendants had been extended and renovated. According to the plaintiff, those extensions were made without her consent and the rear portions were longer and different from the other six units. The plaintiff filed this civil suit on 5 May 1987 for an order that the defendants demolished and removed the extensions made to the said premises. The defendants in their evidence testified that the purported extensions existed prior to 1986 and that they were made with the concurrence of the plaintiff's father.

Held, allowing the plaintiff's claim with costs:

(1) Where there were conflicting versions between the parties, the approach was not to decide which of the two conflicting versions should be believed but rather which version was inherently probable or improbable.

(2) The substantial question was whether the rear portions of the two units rented by the defendants were carried out before or after 1986.

(3) The six coloured photos incorporated in the agreed bundle were admissible.

(4) The plaintiff's actions in 1986 in referring the matter to her lawyer, in lodging a police report, in directing her lawyer to send out notice to demolish those extensions, in visiting the property with the police officer and finally in filing the present civil suit in 1987 all pointed to the conclusion that those extensions and renovations were made in 1986.

(5) A police report could not incorporate everything under the sun as it was merely the first step to set in motion the police machinery, yet relevant facts were adverted to in that police report and this had to be a factor to be taken into account in favour of the plaintiff

(6) When the plaintiff filed the present suit, the plaintiff's father was still alive. If the purported extensions were approved by the plaintiff's father, why did the plaintiff still proceed with the present suit and why did the plaintiff not withdraw the present suit before the death of her father in 1989. The part of evidence of the first defendant that the plaintiff's father gave the consent in the presence of three witnesses who were afraid to come to court had to be rejected outright as mere after thoughts as these set of facts were not put across to the plaintiff nor to the police officer in the course of their cross-examinations.

(7) The plaintiff merely intended to have those extensions demolished. She had no intention to terminate the relationship of landlord and tenant between herself and the defendants. The argument that the acceptance of rent by the plaintiff constituted waiver of the plaintiff's prayer for those extensions to be demolished could not be used in aid of the defendants.

[Bahasa Malaysia summary

Plaintif adalah tuanpunya berdaftar sebidang tanah sejak 1970. Terdapat sebaris rumah kedai kayu pada tanah itu, dua daripadanya disewa kepada defendan. Hartanah itu telah diwasiatkan sebagai satu hadiah kepada plaintif oleh ayahnya. Dalam tahun 1970, plaintif telah melawat hartanah itu diiringi oleh ayahnya. Pada lawatan itu, beliau mengambil perhatian bahawa pada hartanah itu terdapat lapan unit rumah kayu dengan bumbung atap. Beliau tidak memasuki dua unit rumah kedai yang disewa oleh defendan dan beliau juga tidak menemui defendan. Plaintif melawat hartanah itu sekali lagi pada 1985 dan mendapati hartanah itu dalam keadaan yang sama seperti yang dilihatnya dalam tahun 1970. Apabila plaintif melawat hartanah itu pada 1986, beliau mendapati bahawa bahagian belakang kedua unit rumah kedai yang disewa oleh defendan telah dibesarkan dan diubah suai. Menurut plaintif, pembesaran itu telah dilakukan tanpa persetujuannya dan bahagian belakang unit-unit itu adalah lebih panjang dan berbeza daripada unit-unit yang lain. Plaintif memfailkan guaman sivil ini pada 5 Mei 1987 untuk satu perintah supaya defendan meruntuhkan dan mengalihkan pembesaran yang telah dilakukan kepada hartanah itu. Defendan dalam keterangan mereka mengatakan bahawa pembesaran yang dikatakan itu telahpun wujud sebelum 1986 dan bahawa ianya dibuat dengan persetujuan ayah plaintif.

Diputuskan, membenarkan tuntutan plaintif dengan kos:

(1) Di mana terdapat versi-versi yang bercanggahan di antara pihak-pihak, kaedahnya bukanlah untuk menentukan mana daripada dua versi bercanggahan itu yang patut dipercayai tetapi versi manakah yang sememangnya mungkin atau tidak mungkin.

(2) Soalan yang besar adalah sama ada pembesaran bahagian belakang dua unit yang disewa oleh defendan itu telah dibuat sebelum atau selepas 1986.

(3) Enam gambar berwarna yang terkandung di dalam bungkusan yang dipersetujui boleh diterima.

(4) Tindakan plaintif dalam tahun 1986 merujuk perkara itu kepada peguamnya, membuat laporan polis, mengarahkan peguamnya menghantar notis untuk merobohkan pembesaran itu, melawat hartanah itu dengan pegawai polis dan akhirnya memfailkan guaman sivil ini dalam tahun 1987 semuanya membawa kepada kesimpulan bahawa pembesaran dan pengubah suaian itu dilakukan dalam tahun 1986.

(5) Satu laporan polis tidak boleh mengandungi segala perkara kerana ianya cumalah langkah pertama untuk memulakan jentera polis. Namun demikian fakta-fakta relevan telah diberikan dalam laporan polis itu dan ini adalah satu faktor yang mesti dipertimbangkan memihak kepada plaintif.

(6) Apabila plaintif memfailkan guaman ini, ayah plaintif masih hidup. Jika pembesaran yang dikatakan itu telah dibenarkan oleh ayah plaintif, kenapakah plaintif masih meneruskan dengan guaman ini dan kenapakah plaintif tidak menarik balik guaman ini sebelum kematian ayahnya dalam tahun 1989. Bahagian keterangan defendan pertama bahawa ayah plaintif telah memberikan kebenaran dalam kehadiran tiga orang saksi yang tidak berani datang ke mahkamah mesti ditolak serta-merta sebagai pemikiran selepas kejadian kerana set fakta-fakta ini tidak dikemukakan kepada plaintif ataupun kepada pegawai polis semasa pemeriksaan balas.

(7) Plaintif cuma menghendaki pembesaran itu dirobohkan. Beliau tidak berniat menamatkan hubungan tuantanah dan penyewa di antara beliau dan defendan. Hujah bahawa penerimaan sewa oleh plaintif mendirikan pelepasan permohonan plaintif supaya pembesaran itu dirobohkan tidak boleh digunakan untuk membantu defendan.]

Notes

For cases on repairs effected by tenant, see 9 *Mallal's Digest* (4th Ed, 1995 Reissue) paras 1293–1295.

Cases referred to

Abdul Mokhti bin Haji Ahmad v Idris bin Ibrahim [1977] 2 MLJ 85 (refd)

Chock Kek Ling v Patt Hup Transport Co Ltd & Ors [1966] 1 MLJ 120 (refd)

Foong Gun Mooi v Lim Yeok Soon [1978] 1 MLJ 218 (refd)

Haron v Macaulay [1969] 1 MLJ 169 (refd)

Ho Wee Cheong v Ho Poi Yuen [1967] 2 MLJ 150 (distd)

Hong Cheok Lam v Ong Sing Mai & Ors [1951] MLJ 34 (distd)

Nicholas Arthur Nock v Mohamed Ali bin Suleiman & Anor [1976] 1 MLJ 252 (refd)

Noor Famiza bte Zabri (the lawful widow and dependant of Saharudin bin Omar) deceased & Anor v Awang bin Muda & Anor [1994] 1 AMR 12:679, [1994] 1 MLJ 599 (folld)

Seng Chong Metal Works Ltd v Lew Fa [1966] 2 MLJ 63 (refd)

Shamsudin v Yap Choh Teh & Anor [1969] 1 MLJ 26 (refd)

Tai Siat Fah & Ors v Lawful Personal Representative of Badrul Hisham bin Hashim [1995] 2 MLJ 571; [1995] 2 CLJ 649 (folld)

Wan Norsiah bte Wan Abdullah v Che Haron bin Che Daud [1980] 1 MLJ 237 (refd)

Wong Ah Sing v Government of Singapore & Ors [1968] 1 MLJ 1 (refd)

Yeoh Cheng Han v Official Administrator [1972] 2 MLJ 7 (refd)

Vijayaletchumi Gopal (*Vijaya Gopal & Associates*) for the plaintiff.
C Kumareson (*Saga & Associates*) for the defendant.

Abdul Malik Ishak J: The plaintiff is the registered owner of a piece of land held under EMR 1088, Lot 1248, Mukim of Api-Api, Pontian, Johor since 1970. On that land stood a row of wooden shophouses (property) and, as reflected in the agreed photograph 'ABD2A', two units of those shophouses were rented out to both the defendants who were brothers and who carried out a trade at that premises. The statement of claim described both the defendants as 'dealers and repairers of motorcycles' and this was admitted by the defendants in their statement of defence. It was in evidence that that property was bequeathed as a gift to the plaintiff by her father whose name was Ong Hock Cheng. That fatherly gift was made during the lifetime of Ong Hock Cheng.

In her evidence, the plaintiff testified that immediately upon being registered as the registered proprietor of the property in 1970, she paid a visit to that property accompanied by her father. In that visit she noted that on that property stood eight units of wooden houses with attap roofs in a rather dilapidated condition, so to speak, as she described those houses to be of 'timber construction and in poor condition'. She testified that during her tour of the property in 1970 she did not enter the two units of shophouses rented by the defendants and neither did she meet the defendants then. Again, in 1985 the plaintiff visited the

property and found the property to be in the same condition as what she saw in 1970. This state of affairs did not last long. In 1986 when the plaintiff visited the property she found, to her amazement, that the rear portions of the two units of shophouses rented by the defendants had been extended and renovated. Those extensions were, according to the plaintiff, made without her consent. The plaintiff further testified that those rear portion extensions were longer and different from the other six units.

This prompted the plaintiff to file this civil suit on 5 May 1987.

The defendants in their evidence, inter alia, testified that those were not extensions but renovations as those purported extensions existed prior to 1986 and that those purported extensions were in fact renovations made with the concurrence of the plaintiff's father. It was the tenor of the defence that the plaintiff's late father gave his oral consent to those extensions as seen from the photographs tendered in court.

In appraising the conflicting versions between the parties, I have adopted the approach as set out in *Noor Famiza bte Zabri (the lawful widow and dependant of Saharuddin bin Omar) deceased & Anor v Awang bin Muda & Anor* [1994] 1 AMR 12:679; [1994] 1 MLJ 599 by not 'deciding which of the two conflicting versions which should be believed but rather on the basis of considering which version is inherently probable or improbable'.

The substantial question which arises for decision in the present case is whether the extensions to the rear portions of the two units rented by the defendants were carried out before or after 1986. This would in turn be tied up to the issue of whether the plaintiff's father gave his oral consent to those extensions. What is germane to remember is this: the evidence as unfolded in the course of the trial revealed the following set of facts.

1 the plaintiff's father died in 1989;

2 the plaintiff's father purchased the property in 1958 and the rental then was RM20 per month for each shophouse;

3 in 1986 the rental was raised to RM40 per month for each shophouse;

4 since the row of shophouses were constructed of wood the natural process of rotting took place;

5 the defendants have repaired the two units of shophouses which they rented at their own expenses; here the first defendant quoted a figure of RM2,500, while the second defendant gave a figure of RM2,300.

The magnitude of the purported extensions as alleged by the plaintiff and the mere renovations of existing structures as alleged by the defendants can readily be appreciated on perusal of the six coloured photographs as tendered by the plaintiff. It was not disputed and in fact

A the plaintiff admitted that those six coloured photographs were taken by her brother. Three of those photographs were incorporated as an agreed bundle marked 'ABD' at p 2 and the originals of these photographs were accordingly marked as 'ABD2A', 'ABD2B' and 'ABD2C'. On agreed bundle of documents and the admissibility thereof
B *Tai Siat Fah & Ors v Lawful Personal Representative of Badrul Hisham bin Hashim* [1995] 2 MLJ 571; [1995] 2 CLJ 649 lays down the principle that 'once a document forms part of agreed bundle of documents it stood automatically proved as to its existence, due execution and contents without having to be proved and that no evidence needed or had to be produced to formally put in the document in
C question. ... agreed documents are receivable in evidence.'

Now, briefly photograph 'ABD2A' shows the front portion of a row of single storey shop houses owned by the plaintiff. The first two units to the left of photograph 'ABD2A' were the ones rented by the defendants. To the right of photograph 'ABD2B' shows the back
D extended portions of the units rented by the defendants whereas to the left of the very same photograph shows the third unit that was rented out to someone else. The damning evidence in regard to the back extensions as reflected in photograph 'ABD2B' came from the second defendant himself. Under examination-in-chief, the second defendant testified that whilst renovating the back portions of the rented shophouses
E he had extended it some 3ft to the rear. This was what the second defendant said:

> Soalan: Sejak bila kah penambahan itu di buat?
>
> Jawapan: Pada 1986. Semasa buat pengubahsuaian saya ambil 3 kaki keluar ke belakang. Memang benar saya ada buat 3 kaki
F extension keluar ke belakang. Benar saya makan 3 kaki ke belakang semasa buat extension.

On photograph 'ABD2C' showing two units of single storey buildings, the second defendant under examination-in-chief categorically laid to rest the notion that the purported extensions were in fact renovations.
G The second defendant emphatically stated that the whole building to the left of photograph 'ABD2C' was an extension and as an illustration this was what he said:

> Di dalam gambar warna 'ABD2C' menunjukkan rumah yang saya sewa dan bumbong zinc di belakang yang merupakan extension bangunan
H yang saya maksudkan itu. Pengubahsuaian dan extension bangunan terdapat di belakang seperti di gambar warna 'ABD2C'. Extension dan ubahsuaian ini di buat pada 1986 seperti di gambar 'ABD2C'.

On photographs 'DB1', 'DB2' and 'DB3' which were disputed by the defendants, surprisingly both defendants identified those three disputed
I photographs as depicting the subject property. Both the defendants were able to describe in some vivid details the relevance of photographs 'DB1', 'DB2' and 'DB3' to the present case. The first defendant described photograph 'DB1' in this fashion:

'DB1' adalah reban ayam. Reban ayam ini terletak di bahagian belakang rumah yang saya sewa. Saya yang membina reban ayam ini. Saya bina reban ayam di 'DB1' pada tahun 1985.

On photograph 'DB2', this was what the first defendant said:

'DB2' adalah gambar yang menunjukkan rumah adik saya yang terdapat di sebelah rumah saya. Gambar 'DB2' menunjukkan bahagian belakang rumah itu. Bahagian simen tembok di 'DB2' itu di bina pada 1986. Sekarang saksi kata: tembok tersebut telah di tukar daripada papan ke simen. Tembok papan wujud sebelum 1986.

The first defendant further testified under examination-in-chief that photographs 'DB2' and 'DB3' relate to the same subject matter. This is indeed the case as both these two photographs at 'DB2' and 'DB3' show the back portions of the second defendant's rented house.

On photograph 'DB1', the second defendant under examination-in-chief testified that:

'DB1' menunjukkan sebuah reban ayam kepunyaan abang saya iaitu defendan no. 1 dalam kes ini. Saya tidak tahu bila reban ayam ini di bina. Reban ayam itu di 'DB1' ada repair. Tukar bumbong zinc.

In regard to photograph 'DB2', the second defendant under examination-in-chief had this to say:

Di 'DB2' merupakan side view rumah saya, di sebelah kiri adalah tandas and di sebelah kanan yang ada tingkap bercat biru kuning adalah dapor. Ini di buat pada 1986 dan di repair dan di extend 3 kaki ke belakang seperti di 'DB2' .

Just like the first defendant, the second defendant too described photograph 'DB3' as similar to that of photograph 'DB2'.

It is my judgment that the photographs speak mouthfuls for the plaintiff. Though it was argued that the plaintiff should call the other tenants to the property to support her case that the defendants made extensions and not renovations to the property, it is in my judgment an unnecessary course of action for the plaintiff to adopt. The plaintiff who inherited the property from her late father, who was still alive then, had visited that very property with her late father. That was in 1970. Again in 1985 when she visited the property it was evidence that the property was in the exact same condition as when she saw it in 1970. It was only in 1986 that she saw those extensions and renovations. What did she do when she saw those extensions and renovations in 1986? She proceeded to see her lawyer who advised her to lodge a police report. She did just that. In her police report vide number 181/86, Kayu Ara Pasong, Pontian, lodged on June 10, 1986 at 9.05 am. this was what she said:

Pada 6 June 1986 saya telah pergi ke rumah sewa yang beralamat Simpang Tiga Kayu Ara Pasong. Rumah sewa itu ada empat pintu, salah satu yang

disewa namanya Kwong Ching Eng tiada bernombor. Penyewa itu tukang membaiki basikal, nama kedainya Kim Hoe Heng No: E 1088 Lot 1248 Mukim Api-Api. Semasa saya sampai di kedainya saya dapati bahagian belakang kedainya telah di tambah separoh batu tanpa kebenaran daripada saya. Saya ada berkata jangan besarkan rumah itu tetapi ia bikin juga. Inilah saya datang Balai buat laporan. Inilah laporan saya.

The plaintiff also instructed her solicitor to give a notice to the first defendant to demolish those extensions on the property. That notice was dated 21 June 1986 and it was worded thus:

HL TENNAKOON & PARTNERS, Peguambela & Peguamcara,
Suites 705, 707, 7th Floor
Holiday Plaza,
Century Garden,
80250 Johor Bahru.

HLT/nm/7183/86
21 June 1986

Mr Kwong Ching Eng
c/o Kian Hoe Eng,
Simpang Kayu Ara Pasong,
39 1/4 m.s. Jalan Pontian Benut,
82000 Pontian,
Johore.

Dear Sir,
Extension made to the premises let to you.

I act for Madam Ong Geok Leng your landlord.

My client instructs me that without her consent or knowledge you have commenced building operations for extensions to be made to the house occupied by you as a monthly tenant.

Take notice that unless the structures already put up by you are removed within seven days from the date of receipt of this letter legal proceedings will be taken without further reference.

My client has reported this matter to the town council as she did not apply for the extensions to be made.

Yours faithfully,
(sgd)
cc client.

It was in evidence that as a school teacher the plaintiff would ply along that stretch of the road where her property stood. This was an everyday affair. Thus, it was not surprising that she could detect those extensions. Indeed it was her case that in 1986 she saw those extensions and renovations being constructed without her consent whilst on her way to school. She reckoned that the back portions of her property that were rented out to the defendants had been extended two to three feet longer than those other units of shophouses. Her reckoning as can be seen was amply corroborated by the second defendant himself who testified that he made those back extensions in 1986 that protruded three feet

backwards. She testified that she would give her permission, when requested, for minor repairs. The tenor of her evidence was that those extensions were made without her consent. Lance Corporal 50106 Ramli bin Kawi (SP2 — Ramli) testified for the plaintiff. In his evidence Ramli categorically stated that, upon receipt of the police report lodged by the plaintiff, he visited the property with the plaintiff. There, Ramli testified that, he saw the outer portions of the shophouses especially its walls had been covered by bricks. Initially he can't identify photograph 'ABD2B' but later he testified that he could recall that the extensions he saw that day were as reflected in photographs 'ABD2B' and 'ABD2C'. Ramli testified that the plaintiff had told him on that visit to the property that those extensions were made without her consent but unfortunately Ramli did not take any positive action that day as he felt that 'saya tidak ada kuasa untuk memberi amaran dan beliau di suruh berunding dengan tuan rumah.' Finally, the plaintiff filed her writ of summons on 5 May 1987 (see IP at p 1) and in her statement of claim dated 28 April 1987 she sought for the following prayers:

(a) for an order that the defendants demolish and remove the extensions made to the said premises;

(b) an injunction to restrain the defendants or either of them by themselves or by their servants or agent from carrying out any building operations in the said premises without the prior approval of the plaintiff;

(c) costs;

(d) such further or other order as may be just and necessary in the circumstances.

It is appropriate to mention here that at the trial proper, prayer (b) was abandoned by the plaintiff.

Now, from the recital of the facts, it is abundantly clear that the plaintiff took positive steps to exert her right of ownership to the property when she first sighted those extensions in 1986. Her action in referring the matter to her lawyer, in lodging that police report, in directing her lawyer to send out the notice to demolish those extensions, in visiting the property with Ramli and, finally, in filing the present civil suit all point to one singular conclusion and this was: that those extensions and renovations were made in 1986. It is my finding of fact that the plaintiff saw those extensions in 1986 when she used that stretch of the road near her property on her way to school. As the registered proprietor of the property in 1970 she must have been monitoring that property like a hawk. Though her late father collected the rentals before his death, she had all along been issuing the receipts. It is highly improbable that the defendants did not know that the plaintiff became the registered proprietor of that property in 1970 bearing in mind that the first defendant admitted knowing the plaintiff's parents. In regard to the police report lodged by the plaintiff, it is undeniable that such report cannot incorporate everything under the sun as it is merely the first step to set in motion the police machinery:

Chock Kek Ling v Patt Hup Transport Co Ltd & Ors [1966] 1 MLJ 120, 121, yet relevant facts were adverted to in that police report and this must surely be a factor to be taken into account in favour of the plaintiff: *Wong Ah Sing v Government of Singapore & Ors* [1968] 1 MLJ 1, *Haron v Macaulay* [1969] 1 MLJ 169, *Nicholas Arthur Nock v Mohamed Ali bin Suleiman & Anor* [1976] 1 MLJ 252, *Abdul Mokhti bin Haji Ahmad v Idris bin Ibrahim* [1977] 2 MLJ 85 and *Wan Norsiah bte Wan Abdullah v Che Haron bin Che Daud* [1980] 1 MLJ 237. For the reasons adumbrated above, I have no hesitation to rule and, I, so rule and find as a fact that the extensions were done in 1986.

Next, on the question of consent which the defendants alleged had been obtained from the plaintiff's father before those renovations and not extensions were undertaken on the two units of shophouses rented by them, the short answer would be as follows. There was evidence that when the plaintiff filed the present suit the defendants met the plaintiff's father over the matter. At that time the plaintiff's father was still alive and if it is true as alleged that those purported extensions were approved by the plaintiff's father, why did the plaintiff still proceed with the present suit. Why didn't the plaintiff withdraw the present suit before the death of her father in 1989 if it is true that those purported extensions were approved by the plaintiff's father. Since the present suit was not withdrawn and is proceeded with, the allegations that the plaintiff's father had consented to those purported extensions in the presence of three witnesses must fall to the ground. That part of the evidence of the first defendant that the plaintiff's father gave the consent in the presence of three witnesses and that those three witnesses were afraid to come to court must be rejected outright as mere after thoughts as these set of facts were not put across to the plaintiff nor to Ramli in the course of their cross-examinations (*Seng Chong Metal Works Ltd v Lew Fa* [1966] 2 MLJ 63, *Shamsudin v Yap Choh Teh & Anor* [1969] 1 MLJ 26, *Yeoh Cheng Han v Official Administrator* [1972] 2 MLJ 7 and *Foong Gun Mooi v Lim Yeok Soon* [1978] 1 MLJ 218. It is my judgment that those extensions were erected without the consent of both the plaintiff's father nor that of the plaintiff herself.

It was next argued that the acceptance of rent by the plaintiff constitutes waiver of the plaintiff's prayer for those extensions to be demolished. A parallel was sought with the case of *Hong Cheok Lam v Ong Sing Mai & 4 Ors* [1951] MLJ 34 where the court there held that the acceptance of rent after knowledge of the breach amounted to a waiver of the right of re-entry. In *Ho Wee Cheong v Ho Poi Yuen* [1967] 2 MLJ 150 the same general principle in regard to waiver was also adopted. On perusal of these two authorities, a similarity between them could be detected. In both these two cases there were notices to quit unlike the present case where the only notice that was issued was in regard to the demolition of the extensions. For these reasons, I am of the considered view that these two authorities cannot be used in aid of the defendants. Here, the plaintiff merely intended to have those extensions demolished. She had no intention whatsoever to terminate

the relationship of landlord and tenant between herself and the defendants. She was solely concerned as those extensions, which can be described as quite extensive, to continue to remain on her property without her consent. It is immaterial as it was sought to argue that there were four other units of shophouses along that stretch which belonged to the plaintiff and which were in fact longer than that of the defendants when viewed from the rear angle. That the defendants' neighbours' premises were also extended should not be the concern of this court. This court is only concerned with the present suit and nothing else.

For the foregoing reasons, as the plaintiff's version was inherently probable her claim was allowed with costs. The defendants were ordered to demolish:

(a) the building seen on the left of photograph 'ABD2C';

(b) the building seen on the right of photograph 'ABD2B';

(c) the buildings seen in photographs 'DB2' and 'DB3'; and

(d) the building seen in photograph 'DB1'.

The time for demolishing these buildings be within the time frame of four months calculated from the date of this judgment and the cost and expense of such demolition be shouldered by the defendants. In the event the defendants failed to demolish those buildings within the time frame as provided by this court, then the plaintiff be at liberty thereafter to demolish those buildings at the cost and expense of the defendants from whom the plaintiff be entitled to recover such cost and expense by way of an assessment before the senior assistant registrar.

Plaintiff's claim allowed.

Reported by Timon Shum